

Susan G. Komen for the Cure®
Greater Evansville Affiliate
Event Sponsorship Agreement

Date: _____
Name of Company, Institution or Individual: _____
Address: _____
City: _____ State: _____ Zip: _____ Phone Number: _____
Fax Number: () _____ E-mail: _____
Contact Person(s) regarding Benefits of Sponsorship (please provide name, phone/fax number, e-mail) _____

DONATION FOR:

- Corporate Race Sponsorship Bowl Sponsorship (indicate city _____) Media
 Target Market Race Sponsorship Please indicate target market: _____

VALUE OF CONTRIBUTION:

1. Cash	\$ _____	Sponsorship Level/Category:
2. Gifts in-kind (fair market estimated value)	\$ _____	_____
3. Media (fair market value)	\$ _____	
TOTAL CONTRIBUTION	\$ _____	

****Please attach a copy of appraisal if item value exceeds \$1,000.00**

Description of item or service for tax and/or publicity purposes (attach a photo, if possible - include size, color, model, dimensions, etc.):

- Pledge Only (payment to follow) Payment Enclosed Partial Payment Enclosed

PLEDGE DEADLINE (FOR PRINTING PURPOSES) IS MAY 14, 2011.

FULL PAYMENT IS DUE 30 DAYS PRIOR TO EVENT.

Please make checks payable to Komen Greater Evansville Affiliate and mail to 4424 Vogel Road, Suite 205, Evansville, IN 47715.
Phone - 812.962.2202 Fax - 812.962.2204

TERMS AND CONDITIONS:

This Agreement ("Agreement") is subject to the following terms and conditions. Sponsor ("Sponsor") has read, understands and agrees to be bound by these terms as a condition of contribution:

1. The Komen Evansville Race for the Cure® and Bowl for the Cure® are events conducted by the Greater Evansville Affiliate of Susan G. Komen for the Cure, Inc. ("Affiliate") on behalf of and pursuant to an agreement with Susan G. Komen for the Cure, Inc. ("Komen"). The organization is a non-profit organization with a §501(c)(3) tax status for tax purposes. The Greater Evansville Affiliate's tax identification number is 75-2844632.
2. This Agreement shall be effective from the date first set forth above through the scheduled date for completion of the event.
3. The Affiliate will use its best efforts to conduct each event on its scheduled day. Neither Komen nor Affiliate shall be responsible for damages that result from delays or postponements of the Events due to circumstance beyond their reasonable control. In the event that the Event does not take place due to any cause beyond reasonable control of the parties, Sponsor's sponsorship fee as set forth above shall be treated as a donation to the Affiliate and shall not be reduced or refunded.
4. RACE FOR THE CURE® and BOWL FOR THE CURE® are registered trademarks of Komen. Contributor may use the mark in advertising or promotional materials only with the advance written consent of the Foundation. All requests for use of the mark must be submitted to the Affiliate, along with samples, for approval a minimum of thirty (30) days prior to anticipated use. The Affiliate may withhold its consent to use of the mark for any reason it deems necessary.
5. Sponsor grants Affiliate a limited, non-exclusive license to use Sponsor's name, logo, service marks and trademarks ("Sponsor Licensed Marks") solely for the purpose of including Sponsor in listings and descriptions of event sponsors during the Term of the Agreement. Affiliate shall not sublicense, transfer or assign the use of the Sponsor Licensed Marks to any person or entity without the prior written consent of Sponsor.
6. Sponsor shall receive the sponsorship benefits set forth in the Event Sponsorship Packet. The value of benefits will be deducted from the acknowledged donation amount. The Affiliate reserves the right to make non-material modifications to those benefits from time-to-time. Failure to pay any portion of the sponsorship fee on or before the date due shall result in a forfeiture of Sponsor's Sponsorship rights.
7. Contributors may only distribute promotional materials (when entitled depending on sponsorship level) which promote their own company or companies. Contributors may not advertise for any entity who is not a sponsor for the event.
8. Affiliate reserves the right, upon request, to require Sponsor to provide additional documentation to support the value of in-kind donations prior to acceptance of such donations as credit toward Sponsor's sponsorship fee.
9. The parties to this Agreement are not joint venturers, partners, agents or representatives of each other, and have no legal relationship other than as contracting parties to this Agreement. This Agreement may not be assigned by either party. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements.
10. Each party agrees to indemnify and hold the other harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the other party may incur by reason of any claim or lawsuit arising out of, or in connection with the indemnifying party's negligence, intentional misconduct performance or failure to perform pursuant to this Agreement, or any service or product sold or provided by the indemnifying party in connection with the Event.
11. The parties will arbitrate any dispute, claim or controversy relating to or arising out of this Agreement. The arbitration shall be conducted in Evansville, IN in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties. Notwithstanding the provisions of the section, nothing in this Agreement shall be construed to require the arbitration of any claim arising out of the provisions of sections 4 of this Agreement. At the Affiliate's election, these provisions shall be enforceable by any court of competent jurisdiction and shall not be subject to arbitration under this Section 11.
12. This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the party has executed and delivered this Agreement the day and year first above written.

Printed Name of Company, Institution or Individual (as it should appear in Publications)

Signature of Authorized Representative

Signature of Komen Representative